Confessions of J. J. Rousseau, Tales from the Arabic and Alladin. The Society for the Suppression of Vice opposed the giving of any order by the Court, on the ground that such books were immoral literature and should not be sold. The court, however, issued an order for the sale of the books, saying: "There is no such evil to be feared from the sale of these rare and costly books as the imagination of many, even well disposed people, might apprehend. They rank with the higher literature, and would not be bought or appreciated by the class of people from whom unclean publications ought to be withheld." In the case of *Hoare* v. *Silverlock,* 12 A. & E. 624, (64 E. C. L.), the defendant having published that the plaintiff was a "Frozen Snake," was sued for libel. The "Frozen Snake" was the name of a fable, with which the community at large was familiar, and being called a "Frozen Snake," imputed ingratitude and treachery to the plaintiff; and the court held that it was no objection, in arrest of judgment, that there was no innuendo to explain the words, for the court will notice that the words are commonly enough understood in this libellous sense, to warrant a jury to so understand them.

FIXTURES—LANDLORD AND TENANT—FENCES—VENDOR AND PURCHASER—LICENSE.—Defendant obtained a license from a lessee to erect a fence to be used for advertising purposes on the leased premises, by the terms of which license defendant might remove the fence after thirty days' notice from the lessee. The owner of the premises sold them to plaintiff who took without notice of the license, whereupon defendant, failing to reach an agreement with plaintiff, removed the fence two weeks after the lessee's term had expired. Plaintiff now sues in trespass for damages. *Held,* he can recover. *James Leo Co.* v. *Jersey City Bill Posting Co.* (1909), — N. J. Sup. Ct. —, 73 Atl. 1046.

While, by agreement between the parties, barns or other structures or fixtures so attached may be made to remain personal property, the purchaser must have notice of such agreement or he will be entitled to hold them as part of the realty. *Muir & MeDonald* v. *Jones,* 23 Ore. 332, 19 L. R. A. 441. Persons acquiring interests in, or a lien upon real estate, when such equities are those of a bona fide purchaser, cannot be affected by agreements that fixtures annexed to the land shall remain personalty. *Stillmen* v. *Flenniken,* 58 Iowa 450, 43 Am. Rep. 120. Agreements between a land owner and one affixing chattels that they shall remain chattels are effective as such between the parties thereto. In some states they are also effective against prior mortgagees and subsequent purchasers with notice. *Campbell* v. *Roddy,* 44 N. J. E. 244, 6 Am. St. Rep. 889. Notice to the purchaser of bonds that rails of a railroad company are subject to a chattel mortgage will not affect his rights if he purchased the bonds from a *bona fide* holder and the rails will pass with the realty. *Porter* v. *Pittsburg Bessemer Steel Co.,* 122 U. S. 267. A fence built by mistake over the line will pass to the purchaser of the land on which it stands although it had been agreed it should remain personal property of the one who erected it. *Climer* v. *Wallace,* 28 Mo. 556, 75 Am. Dec. 135. However, many courts have held the other way. The old rule that everything

annexed to the realty becomes a part of it is greatly relaxed for the encouragement of trade, manufactures and transportation. *Oregon R. R. & Nav. Co.* v. *Mosier,* 14 Ore. 519. In determining what is a fixture the notion of physical attachment is exploded; it is now determined by the character of the act by which the structure is put into its place and the intention of those concerned. *Meig's Appeal,* 62 Pa. St. 28. Neither a prior nor subsequent mortgagee can claim as subject to the lien of his mortgage, chattels annexed to the realty, which it was the agreement of the owner of the fee and the owner of the chattels should remain personalty. *Tifft, et al.* v. *Horton et al.,* 53 N. Y. 377. So it has been held that where a third party has personal chattels or fixtures annexed to real property the purchaser, even without notice, cannot take them. *Russell* v. *Richards,* 10 Me. 429. Where a structure is affixed to the premises of another by a temporary occupant or a licensee, it is deemed temporary in its purpose and not part of the realty. *Young* v. *Chandler* 102 Me. 251, citing *Bewick et al. v. Fletcher,* 41 Mich, 625; *O'Donnell* v. *Burroughs,* 55 Minn. 91; *Andrews et al.* v. *Auditor, etc.,* 28 Grat. 115 Annexations with the consent of the owner or mortgagee of the realty, made by a bare licensee, are presumed to be removable and to remain the property of the one annexing, in the absence of facts indicating a contrary intention, even against a subsequent purchaser without notice. *Fischer et al.* v. *Johnson et al.,* 106 Iowa 181; *Sagar* v. *Eckert,* 3 Ill. App. 412. By agreement between the owner of personal property and the owner or mortgagee of the realty, personal property may retain its status after annexation. *Smith* v. *Odom,* 63 Ga. 499; *Marshall et al.* v. *Bacheldor,* 47 Kan. 442; *Handforth* v. *Jackson,* 150 Mass. 149. The principal case seems in accord with the weight of authority, but as there are few cases exactly on the point, the question appears to be still an open one.

HUSBAND AND WIFE—INVALID MARRIAGE—RIGHTS OF PUTATIVE WIFE.—Sayles Ann. St. 1897, art. 3353a, provides that causes of action upon which suit has been, or may hereafter be brought by the injured party for personal injuries, other than those resulting in death, shall not abate by his death, but shall survive in favor of the heirs and legal representatives of such injured party. Personal injuries, out of which an action for damages arose, were inflicted and action instituted but soon after the plaintiff died and the action was abandoned. The plaintiff in this action, believing herself to be the lawful wife of the deceased, commenced suit but upon learning of the existence of a former wife, filed an amendment asserting her rights as a putative wife. It was held that a woman, who in good faith married a man in ignorance of the fact that he had a wife living and lived with him until his death in ignorance of such fact, is entitled to enforce a cause of action for injuries to the man, which did not result in his death. *Ft. Worth & R. G. Ry. Co.* v. *Robertson et al.* (1909), — Tex. Civ. App. —, 121 S. W. 202.

This case seems to extend the rights of the putative wife beyond the doctrine of any of the courts which have heretofore passed upon the point, in that it allows her to recover on a cause of action, which accrued to the "husband" during the marital relation, entirely independent from her in-